

SFUND RECORDS CTR
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1 THOMAS L. SANSONETTI
 Assistant Attorney General
 2 Environmental and Natural Resources Division
 BRADLEY R. O'BRIEN, State Bar No. 189425
 3 Environmental Enforcement Section
 Environmental and Natural Resources Division
 4 United States Department of Justice
 301 Howard Street, Suite 1050
 5 San Francisco, CA 94105
 Telephone (415) 744-6484
 6 Facsimile (415) 744-6476

FILED
 CLERK, U.S. DISTRICT COURT
 JUL 21 2003
 CENTRAL DISTRICT OF CALIFORNIA
 BY [Signature]

7 DEBRA W. YANG
 United States Attorney for the
 8 Central District of California
 LEON W. WEIDMAN
 9 Chief, Civil Division
 300 North Los Angeles Street
 10 Los Angeles, CA 90012

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11 NANCY J. MARVEL
 Regional Counsel
 12 THOMAS A. BLOOMFIELD
 Assistant Regional Counsel, State Bar No. 163533
 13 U.S. Environmental Protection Agency
 75 Hawthorne Street
 14 San Francisco, CA 94105
 Telephone (415) 972-3877
 15 Facsimile (415) 947-3570

ENTERED
 CLERK, U.S. DISTRICT COURT
 JUL 22 2003
 CENTRAL DISTRICT OF CALIFORNIA
 BY [Signature]

16 Attorneys for Plaintiff United States
 17 IN THE UNITED STATES DISTRICT COURT
 18 FOR THE CENTRAL DISTRICT OF CALIFORNIA
 19 WESTERN DIVISION

20
 21 UNITED STATES OF AMERICA
 22 Plaintiff,
 23 v.
 24 SAMSON HYDROCARBONS
 COMPANY et al.,
 25 Defendants.
 26
 27

03-1078 CAS (RZR)
 CIVIL ACTION NO. _____
 CONSENT DECREE AS TO
 QUINTANA PETROLEUM
 CORPORATION

THIS CONSTITUTES NOTICE OF ENTRY
 AS REQUIRED BY FRCP, RULE 77(d).

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CDM193782

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Consent Decree

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CONSENT DECREEI. BACKGROUND

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3 A. The United States of America ("United States"), on
4 behalf of the Administrator of the United States
5 Environmental Protection Agency ("EPA"), filed a complaint in
6 this matter pursuant to Section 107 of the Comprehensive
7 Environmental Response, Compensation, and Liability Act of
8 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking
9 reimbursement of response costs incurred and to be incurred
10 for response actions taken at or in connection with the
11 release or threatened release of hazardous substances at and
12 from the Casmalia Disposal Site ("Site") in Santa Barbara
13 County, California.

14 B. The defendant that has entered into this Consent
15 Decree ("Settling Defendant") does not admit any liability to
16 Plaintiff arising out of the transactions or occurrences
17 alleged in the complaint.

18 C. Settling Defendant is currently in the process of
19 liquidating and offering for sale all of its assets. When the
20 liquidation is complete the corporation will be dissolved.
21 Settling Defendant is prepared to make an immediate cash
22 payment as part of a cashout settlement to facilitate its
23 corporate liquidation and sale of assets.

24 D. This Consent Decree provides for the Settling
25 Defendant's cash payment of \$480,633, as specified in Section
26 VII (Cash Payment) of the Consent Decree. This payment is
27 based in part on EPA's calculation that Settling Defendant's
28 total waste volume at the Site is 4,743,136 pounds of a total

Consent Decree

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Casmalia Disposal Site

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1 4.453 billion pounds of waste material disposed of at the
 2 site. Also, EPA has estimated the total response costs
 3 incurred, or to be incurred, at or in connection with the
 4 Site, by the United States and private parties, to be \$271.9
 5 million, based on EPA's August 1999 cost estimate. In
 6 addition, the Settling Defendant's cash payment reflects a
 7 75% cashout premium.

8 E. The United States and Settling Defendant agree, and
 9 this Court by entering this Consent Decree finds, that this
 10 Consent Decree has been negotiated by the Parties in good
 11 faith, that settlement of this matter will avoid prolonged
 12 and complicated litigation between the Parties, and that this
 13 Consent Decree is fair, reasonable, and in the public
 14 interest.

15 THEREFORE, with the consent of the Parties to this
 16 Consent Decree, it is ORDERED, ADJUDGED, AND DECREED:

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Consent Decree

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II. JURISDICTION

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2 1. This Court has jurisdiction over the subject matter
3 of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42
4 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction
5 over Settling Defendant. Settling Defendant consents to and
6 shall not challenge entry of this Consent Decree or this
7 Court's jurisdiction to enter and enforce this Consent
8 Decree.

III. PARTIES BOUND

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10 2. This Consent Decree is binding upon the United
11 States, and upon Settling Defendant and its successors and
12 assigns. Any change in ownership or corporate or other legal
13 status, including but not limited to, any transfer of assets
14 or real or personal property, shall in no way alter the
15 status or responsibilities of Settling Defendant under this
16 Consent Decree.

IV. DEFINITIONS

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18 3. Unless otherwise expressly provided herein, terms
19 used in this Consent Decree which are defined in CERCLA or in
20 regulations promulgated under CERCLA shall have the meaning
21 assigned to them in CERCLA or in such regulations. Whenever
22 terms listed below are used in this Consent Decree or in any
23 appendix attached hereto, the following definitions shall
24 apply:

25 a. "CERCLA" shall mean the Comprehensive
26 Environmental Response, Compensation, and Liability Act of
27 1980, as amended, 42 U.S.C. § 9601, et seq.

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1 b. "Consent Decree" shall mean this Consent Decree
2 and all appendices attached hereto. In the event of conflict
3 between this Consent Decree and any appendix, the Consent
4 Decree shall control.

5 c. "Day" shall mean a calendar day. In computing
6 any period of time under this Consent Decree, where the last
7 day would fall on a Saturday, Sunday, or federal holiday, the
8 period shall run until the close of business on the next
9 working day.

10 d. "DOJ" shall mean the United States Department of
11 Justice and any successor departments, agencies or
12 instrumentalities of the United States.

13 e. "EPA" shall mean the United States Environmental
14 Protection Agency and any successor departments, agencies or
15 instrumentalities of the United States.

16 f. "Escrow Account" shall mean the escrow account
17 for the Site, which was established pursuant to the Consent
18 Decree entered by the United States District Court for the
19 Central District of California on June 27, 1997 in United
20 States of America v. ABB Vetco Gray Inc. et al., Civ. No. 96-
21 6518-KMW (JGx) ("Casmalia Consent Decree"). The Escrow
22 Account holds money collected, inter alia, from this and
23 other settlements and enforcement activities, and that shall
24 be used for response actions at and concerning the Site.

25 g. "Escrow Trustee" shall mean the trustee of the
26 Escrow Account.

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1 h. "EPA Hazardous Substance Superfund" shall mean
2 the Hazardous Substance Superfund established by the Internal
3 Revenue Code, 26 U.S.C. § 9507.

4 i. "Interest" shall mean interest at the current
5 rate specified for interest on investments of the EPA
6 Hazardous Substance Superfund established by 26 U.S.C. §
7 9507, compounded annually on October 1 of each year, in
8 accordance with 42 U.S.C. § 9607(a).

9 j. "Paragraph" shall mean a portion of this Consent
10 Decree identified by an arabic numeral or an upper or lower
11 case letter.

12 k. "Parties" shall mean the United States and the
13 Settling Defendant.

14 l. "Plaintiff" shall mean the United States.

15 m. "Response Costs" shall mean all costs, including
16 but not limited to, direct and indirect costs, that the
17 United States has incurred or will incur in reviewing or
18 developing plans, reports and other items pursuant to the
19 Casmalia Consent Decree, verifying work performed pursuant to
20 the Casmalia Consent Decree's scope of work, or otherwise
21 implementing, overseeing, or enforcing the Casmalia Consent
22 Decree, including, but not limited to, payroll costs,
23 contractor costs, travel costs, and laboratory costs.

24 n. "Record of Decision" or "ROD" shall mean the EPA
25 Record of Decision relating to the Site to be signed in the
26 future by the Regional Administrator, EPA Region IX, or
27 her/his delegatee, and all attachments thereto.

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Casmalia Disposal Site

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1 o. "Remedial Action" shall mean those activities
2 undertaken to implement the ROD, in accordance with the
3 Casmalia Consent Decree's scope of work.

4 p. "Section" shall mean a portion of this Consent
5 Decree identified by a roman numeral.

6 q. "Settling Defendant" shall mean Quintana
7 Petroleum Corporation.

8 r. "Site" shall mean the former Casmalia Resources
9 Hazardous Waste Management Facility ("facility"),
10 encompassing approximately 252 acres, located approximately
11 ten (10) miles southwest of Santa Maria and one and a half
12 miles north of Casmalia in Santa Barbara County, California,
13 and depicted generally on the map attached at Appendix B.
14 Site shall also include the areal extent of contamination
15 that is presently located in the vicinity of the facility and
16 all suitable areas in proximity to the contamination
17 necessary for the implementation of the response action(s)
18 and any areas to which such contamination migrates.

19 s. "United States" shall mean the United States of
20 America, including it departments, agencies and
21 instrumentalities.

22 V. SITE BACKGROUND

23 4. Paragraphs 5 through 14 below contain a summary of
24 the Site background as alleged by the United States which,
25 for purposes of this Consent Decree, the Settling Defendant
26 neither admits nor denies:

27 5. The Site encompasses (among other areas, as defined
28 above) the former Casmalia Resources Hazardous Waste

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Casmalia Disposal Site

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1 Management Facility, an inactive commercial hazardous waste
2 treatment, storage, and disposal facility, which accepted
3 large volumes of hazardous substances from 1973 to 1989.
4 Located on a 252-acre parcel in Santa Barbara County,
5 California, the former Casmalia Resources Hazardous Waste
6 Management Facility consisted of six landfills, numerous
7 surface impoundments, disposal trenches, injection wells,
8 waste spreading areas and tank treatment systems.

9 6. The location of the Site is near the southern end of
10 the Casmalia Hills in the Santa Maria Basin of coastal
11 California, approximately ten (10) miles southwest of the
12 town of Santa Maria and one and a half miles north of the
13 town of Casmalia. The now defunct facility is situated
14 within the Shuman Canyon drainage sub-basin on a southern
15 facing slope traversed by three small canyons. Casmalia
16 Creek, about 500 feet west, is the surface water body nearest
17 to the abandoned facility. This creek flows to the southwest
18 to join Shuman Creek about one mile southwest of the town of
19 Casmalia. Shuman Creek continues southward and westward,
20 discharging eventually into the Pacific Ocean.

21 7. Hazardous substances within the definition of
22 Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), have been,
23 or are threatening to be, released into the environment at
24 and from the Site. These hazardous substances include a wide
25 variety of organic and inorganic compounds.

26 8. During the facility's sixteen (16) years of
27 operation, the owner(s)/operator(s) accepted approximately
28 4.453 billion pounds of documented liquid and solid wastes

Consent Decree

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Casmalia Disposal Site

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1 from thousands of generators, including numerous large and
2 small private businesses and federal, state, and local
3 governmental entities.

4 9. From 1980 to 1989, the facility had interim status
5 pursuant to the Resource Conservation and Recovery Act
6 ("RCRA"), 42 U.S.C. § 6925(e), by operation of law. Because
7 of continuing deficiencies in facility operations, no final
8 RCRA permit was granted. The facility has not been closed
9 adequately in accordance with the requirements of RCRA.

10 10. In late 1989, the owner(s)/operator(s) ceased
11 accepting off-site waste shipments to the facility and, in
12 the early 1990s, the owner(s)/operator(s) stopped all active
13 efforts to properly close and remediate the facility,
14 asserting that they had insufficient monies to pay for
15 closure or remediation.

16 11. After the facility's owner(s)/operator(s) ceased
17 accepting off-site waste, the owner(s)/operator(s) curtailed
18 facility maintenance activities, and Site conditions
19 deteriorated and became unstable.

20 12. As a result of the release or threatened release of
21 hazardous substances, EPA has undertaken response actions at
22 or in connection with the Site under Section 104 of CERCLA,
23 42 U.S.C. § 9604, and will undertake response actions in the
24 future. In August 1992, EPA commenced a removal action under
25 CERCLA to implement certain Site stabilization actions,
26 prevent further deterioration of Site conditions, and control
27 the most immediate threats. The Site continues to pose an
28 imminent and substantial endangerment within the meaning of

Consent Decree

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Casmalia Disposal Site

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1 Section 106 of CERCLA, 42 U.S.C. § 9606.

2 13. In performing these response actions, the United
3 States has incurred and will continue to incur response costs
4 at or in connection with the Site. As of August 1, 1999, the
5 United States has incurred at least \$19.19 million in
6 response costs at this Site.

7 14. Based on current information, EPA estimates that
8 the total response costs incurred and to be incurred at or in
9 connection with the Site by the United States and by private
10 parties is at least \$271.9 million.

11 VI. PURPOSE

12 15. By entering into this Consent Decree, the mutual
13 objectives of the Parties, as more precisely described in the
14 terms of this Consent Decree, are:

15 a. to reach a final settlement among the Parties
16 with respect to the Site, that allows Settling Defendant to
17 make a cash payment to resolve its alleged civil liability
18 under Section 107 of CERCLA, 42 U.S.C. § 9607, and for
19 response costs incurred and to be incurred at or in
20 connection with the Site, thereby reducing litigation
21 relating to the Site;

22 b. to resolve the claims of Settling Defendant that
23 could have been asserted against the United States with
24 regard to the Site;

25 c. to simplify any remaining administrative and
26 judicial enforcement activities concerning the Site by
27 eliminating an additional potentially responsible party
28 ("PRP") from further involvement at the Site;

Consent Decree

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Casmalia Disposal Site

1 d. to obtain settlement with Settling Defendant for
2 its fair share of response costs incurred and to be incurred
3 at or in connection with the Site; and

4 e. to provide for contribution protection for
5 Settling Defendant with regard to the site pursuant to
6 Sections 113(f) (2) and 122(g) (5) of CERCLA, 42 U.S.C. §§
7 9613(f) (2) and 9622(g) (5).

8 VII. CASH PAYMENT

9 16. Settling Defendant's payment is based, in part, on
10 its share, by weight, of the estimated total response costs
11 incurred or to be incurred at or in connection with the Site.
12 According to EPA records, Settling Defendant disposed of
13 4,743,136 pounds of waste material of the total 4.453 billion
14 pounds of waste material contributed to the Site.

15 17. Payment by Settling Defendant

16 a. Deadline for Payment. Within fifteen (15) days
17 of lodging of this Consent Decree, Settling Defendant shall
18 remit \$480,633 to the Escrow Account in accordance with the
19 instructions provided in Paragraph 17(b) (Payment
20 Instructions).

21 b. Payment Instructions. Payment shall be made by
22 wire transfer to:

23 Bankers Trust Co.
24 c/o Mr. Paul Dispenza
24 4 Albany Street, New York, NY 10006
25 ABA/Locator#: 021-001-033
25 Acct #: 01-419-647
26 REF: Casmalia Resources Site Custodial Agreement
26 Payor: Quintana Petroleum Corporation

27 Payment shall reference Settling Defendant's name precisely.
28 Any payments received by the Escrow Account after 5:00 p.m.

1 Pacific Daylight Savings Time will be credited on the next
 2 business day. At the time of payment, Settling Defendant
 3 shall submit a copy of the completed Payment Invoice to:

4 Casmalia Case Team
 5 United States Environmental Protection Agency
 6 Region IX
 75 Hawthorne Street (SEF-7-1)
 San Francisco, California 94105-3901

7 The United States will provide a Payment Invoice to Settling
 8 Defendant to complete and return to EPA.

9 c. Refunds from the Escrow Account. In the event
 10 that this Consent Decree is not entered by the Court, then
 11 EPA shall ensure that the Escrow Trustee, within thirty (30)
 12 days of receipt of notice of such event from EPA, refunds the
 13 Settling Defendant's payment. Any refunds made under this
 14 Paragraph shall include the Interest accrued on the payment,
 15 if any, minus a pro rata share of the costs of administering
 16 the Escrow Account to that date and taxes payable by the
 17 Escrow Trustee.

18 VIII. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE

19 18. Interest on Late Payments

20 a. If Settling Defendant fails to remit the payment
 21 required by Paragraph 17 (Payment by Settling Defendant) when
 22 due, then Settling Defendant shall pay Interest on the unpaid
 23 balance, commencing on the date that payment is due and
 24 accruing through the date of the payment.

25 b. Interest shall be paid by a separate check in
 26 the amount of the Interest owed and shall be sent
 27 simultaneously with the payment required by Paragraph 17
 28 (Payment by Settling Defendant). Payment of Interest shall

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1 be made and a copy of the cashier's or certified check shall
2 be sent as provided in Paragraph 17(b) (Payment Provisions).

3 19. Stipulated Penalties and Disqualification

4 a. In addition to the Interest required by
5 Paragraph 18 (Interest on Late Payments), if Settling
6 Defendant fails to remit the payment required by Paragraph 17
7 (Payment by Settling Defendant) when due, then Settling
8 Defendant also shall pay stipulated penalties to the United
9 States of \$1,000 per day for each day that the payment is
10 late.

11 b. Penalties shall begin to accrue from the day
12 when payment by Settling Defendant is due pursuant to
13 Paragraph 17 (Payment by Settling Defendant) and shall
14 continue to accrue until all payments required by this
15 Consent Decree have been paid in full (e.g., when all
16 payments, Interest, and stipulated penalties are paid in
17 full). Penalties shall accrue regardless of whether the
18 United States or the Escrow Trustee has notified Settling
19 Defendant of a violation.

20 c. Stipulated penalties due to the United States
21 shall be paid contemporaneously with the payment of the
22 amount required by Paragraph 17 (Payment by Settling
23 Defendant) and the Interest thereon required by Paragraph 18
24 (Interest on Late Payments). However, stipulated penalties
25 shall be paid by a separate certified or cashier's check made
26 payable to "EPA Hazardous Substances Superfund," and shall be
27 mailed to:

28 United States Environmental Protection Agency
Consent Decree 14 Casmalia Disposal Site

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Region IX
Attn: Superfund Accounting
P.O. Box 360863M
Pittsburgh, PA 15251

All payments shall indicate that the payment is for stipulated penalties and shall reference the name and address of the party making payment and EPA Regional Site Spill ID Number 09-3H.

e. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

f. Notwithstanding any other provision of this Section, the United States may, in its sole and unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree.

20. If Settling Defendant fails to submit its specified payment by the date specified in Paragraph 18 (Interest on Late Payments) above, in addition to assessing stipulated penalties as provided in Paragraph 19 (Stipulated Penalties and Disqualification), the United States may determine, in its sole and unreviewable discretion, that Settling Defendant is disqualified from participating in the Settlement and from receiving any of the benefits contained in this Consent Decree. The United States shall promptly return the signature page and shall direct the Escrow Trustee promptly to return the payment (if any) submitted by Settling Defendant if the United States determines Settling Defendant is disqualified from participating in this Settlement.

21. IF the United States brings an action to enforce

Consent Decree

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1 obligations under this Consent Decree. This covenant not to
2 sue extends only to Settling Defendant and does not extend to
3 any other person.

4 24. Reservation of Rights by United States. The
5 covenant not to sue set forth in Paragraph 23 (Covenant Not
6 to Sue by United States) does not pertain to any matters
7 other than those expressly specified therein. The United
8 States reserves, and this Consent Decree is without prejudice
9 to, all rights against Settling Defendant with respect to all
10 other matters, including but not limited to:

11 a. liability for failure of Settling Defendant to
12 meet a requirement of this Consent Decree;

13 b. liability for damages for injury to, destruction
14 of, or loss of natural resources, and for the costs of any
15 natural resource damage assessments;

16 c. criminal liability;

17 d. liability arising from any future disposal or
18 treatment of a hazardous substance, pollutant or contaminant
19 at the Site by Settling Defendant after the effective date of
20 this Consent Decree; and

21 e. liability arising from the past, present, or
22 future disposal, release, or threat of release of a hazardous
23 substance, pollutant, or contaminant at or from the Site
24 originating from a facility owned or operated by Settling
25 Defendant that is not specified in Appendix A to this Consent
26 Decree.

27 25. United States' Pre-certification Reservations.

28 Notwithstanding any other provision of this Consent Decree,

Consent Decree

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1 the United States reserves, and this Consent Decree is
 2 without prejudice to, the right to institute proceedings in
 3 this action or in a new action, or to issue an administrative
 4 order seeking to compel Settling Defendant-

5 a. to perform further response actions relating to
 6 the Site or

7 b. to reimburse the United States for additional
 8 costs of response if, prior to Certification of Completion of
 9 the Remedial Action:

10 (1) conditions at the Site, previously unknown
 11 to EPA, are discovered, or

12 (2) information, previously unknown to EPA, is
 13 received, in whole or in part,

14 and these previously unknown conditions or information
 15 together with any other relevant information indicates that
 16 the Remedial Action is not protective of human health or the
 17 environment.

18 26. United States' Post-certification Reservations.

19 Notwithstanding any other provision of this Consent Decree,
 20 the United States reserves, and this Consent Decree is
 21 without prejudice to, the right to institute proceedings in
 22 this action or in a new action, or to issue an administrative
 23 order seeking to compel Settling Defendant-

24 a. to perform further response actions relating to
 25 the Site or

26 b. to reimburse the United States for additional
 27 costs of response if, subsequent to Certification of
 28 Completion of the Remedial Action:

1 i. conditions at the Site, previously unknown
2 to EPA, are discovered, or
3 ii. information, previously unknown to EPA, is
4 received, in whole or in part,
5 and these previously unknown conditions or this information
6 together with other relevant information indicate that the
7 Remedial Action is not protective of human health or the
8 environment.

9 27. For purposes of Paragraph 25 (United States' Pre-
10 certification Reservations), the information and the
11 conditions known to EPA shall include only that information
12 and those conditions known to EPA as of the date the ROD is
13 signed as set forth in the ROD for the Site and the
14 administrative record supporting the ROD. For purposes of
15 Paragraph 26 (United States' Post-certification
16 Reservations), the information and the conditions known to
17 EPA shall include only that information and those conditions
18 known to EPA as of the date of Certification of Completion of
19 the Remedial Action and set forth in the ROD, the
20 administrative record supporting the ROD, the post-ROD
21 administrative record, or in any information received by EPA
22 pursuant to the requirements of the Casmalia Consent Decree
23 prior to Certification of Completion of the Remedial Action.

24 **X. COVENANT NOT TO SUE BY SETTLING DEFENDANT**

25 28. Settling Defendant covenants not to sue and agrees
26 not to assert any claims or causes of action against the
27 United States, or its contractors or employees, with respect
28 to the Site or this Consent Decree including, but not limited

Consent Decree

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1 to:

2 a. any direct or indirect claim for reimbursement
3 from the Hazardous Substance Superfund based on Sections
4 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§
5 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision
6 of law;

7 b. any claim arising out of response actions at the
8 Site including claims based on EPA's selection of response
9 actions, its oversight of response actions, or its approval
10 of plans for such response actions;

11 c. any claim against the United States pursuant to
12 Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613,
13 relating to the Site;

14 d. any claim relating to the Equal Access to
15 Justice Act; and

16 e. any claim asserting a "takings" or similar
17 claim.

18 29. Nothing in this Consent Decree shall be deemed to
19 constitute approval or preauthorization of a claim within the
20 meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40
21 C.F.R. 300.700(d).

22 30. Settling Defendant covenants not to sue and agrees
23 not to assert any claims or causes of action with regard to
24 the Site pursuant to Sections 107 and 113 of CERCLA, 42
25 U.S.C. §§ 9607 and 9613, against:

26 a. any PRPs (Federal or non-Federal) that EPA may
27 in the future designate as "de micromis" consistent with
28 EPA's Revised Guidance on CERCLA Settlements with De Micromis
Consent Decree

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1 Waste Contributors (June 3, 1996) and/or other applicable
2 guidance;

3 b. any other PRP (Federal or non-Federal) for a
4 period of thirty (33) months after the effective date of this
5 Consent Decree, at which time Settling Defendant may assert
6 claims or causes of action against any non-de micromis PRPs
7 that have not settled their liabilities for the Site; or

8 c. any of the defendants in United States v. ABB
9 Vetco Gray Inc., Civ. No. 96-6518-KMW (JGx), that are parties
10 to the Casmalia Consent Decree entered in that action on June
11 27, 1997.

12 **XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

13 31. Nothing in this Consent Decree shall be construed
14 to create any rights in, or grant any cause of action to, any
15 person not a Party to this Consent Decree. Except as
16 otherwise provided in Paragraph 30, each of the Parties
17 expressly reserves any and all rights (including, but not
18 limited to, any right to contribution), defenses, claims,
19 demands, and causes of action which each Party may have with
20 respect to any matter, transaction, or occurrence relating in
21 any way to the Site against any person not a Party hereto.

22 32. The Parties agree, and by entering this Consent
23 Decree this Court finds, that Settling Defendant is entitled,
24 as of the effective date of this Consent Decree, to
25 protection from contribution actions or claims as provided by
26 Section 113(f) (2) of CERCLA, 42 U.S.C. § 9613(f) (2), for
27 "matters addressed" in this Consent Decree. The "matters
28 addressed" in this Consent Decree are all response costs

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Casmalia Disposal Site

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1 incurred and to be incurred by the United States and by
2 private parties, at or in connection with the Site; provided,
3 however, that the "matters addressed" in this Consent Decree
4 do not include those response costs or response actions as to
5 which the United States has reserved its rights under this
6 Consent Decree (except for claims for failure to comply with
7 this Consent Decree), in the event that the United States
8 asserts rights against Settling Defendant coming within the
9 scope of such reservations.

10 33. Settling Defendant agrees that, with respect to any
11 suit or claim for contribution brought by it for matters
12 related to this Consent Decree, that is not otherwise
13 prohibited by Paragraph 30, it will notify EPA and DOJ in
14 writing no later than sixty (60) days prior to the initiation
15 of such suit or claim. Settling Defendant also agrees that,
16 with respect to any suit or claim for contribution brought
17 against it for matters related to this Consent Decree, it
18 will notify EPA and DOJ in writing within ten (10) days of
19 service of the complaint or claim upon it. In addition,
20 Settling Defendant shall notify EPA and DOJ within ten (10)
21 days of service or receipt of any Motion for Summary
22 Judgment, and within ten (10) days of receipt of any order
23 from a court setting a case for trial, for matters related to
24 this Consent Decree.

25 34. In any subsequent administrative or judicial
26 proceeding initiated by the United States for injunctive
27 relief, natural resource damages, recovery of response costs,
28 or other relief relating to the Site, Settling Defendant

Consent Decree

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Casmalia Disposal Site

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1 shall not assert, and may not maintain, any defense or claim
 2 based upon the principles of waiver, res judicata, collateral
 3 estoppel, issue preclusion, claim-splitting, or other
 4 defenses based upon any contention that the claims raised by
 5 the United States in the subsequent proceeding were or should
 6 have been brought in the instant case; provided, however,
 7 that nothing in this Paragraph affects the enforceability of
 8 the Covenant Not to Sue by Plaintiff set forth in Section IX.

9 **XII. NOTICES AND SUBMISSIONS**

10 35. Whenever, under the terms of this Consent Decree,
 11 notice is required to be given or a document is required to
 12 be sent by one Party to another, it shall be directed to the
 13 individuals at the addresses specified below, unless those
 14 individuals or their successors give notice of a change to
 15 the other Party in writing. Written notice as specified
 16 herein shall constitute complete satisfaction of any written
 17 notice requirement of the Consent Decree with respect to the
 18 United States, EPA, DOJ, and Settling Defendant,
 19 respectively.

20 As to the United States:

21 As to DOJ:

22 Chief, Environmental Enforcement Section
 23 Environment and Natural Resources Division
 24 U.S. Department of Justice (DJ # 90-7-1-611A)
 P.O. Box 7611
 Washington, D.C. 20044-7611

25 As to EPA:

26 Chief, Hazardous Waste Branch
 27 Office of Regional Counsel
 28 75 Hawthorne Street (RC-3)
 San Francisco, CA 94105-3901

Consent Decree

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Casmalia Disposal Site

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1 As to Settling Defendant:

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[Insert name of one person who will serve as the contact for Settling Defendant]

XIII. RETENTION OF JURISDICTION

36. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIV. INTEGRATION/APPENDICES

37. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree: "Appendix A" is the complete list of Settling Defendant's facilities; and "Appendix B" is the map of the Site.

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

38. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to the entry of this Consent Decree without further notice.

1 39. If for any reason this Court should decline to
 2 approve this Consent Decree in the form presented, this
 3 agreement is voidable at the sole discretion of any Party and
 4 the terms of the agreement may not be used as evidence in any
 5 litigation between the Parties.

6 **XVI. EFFECTIVE DATE**

7 40. The effective date of this Consent Decree shall be
 8 the date upon which it is entered by the Court.

9 **XVII. SIGNATORIES/SERVICE**

10 41. Each undersigned representative of Settling
 11 Defendant to this Consent Decree and the Assistant Attorney
 12 General for the Environment and Natural Resources Division of
 13 DOJ certifies that she is authorized to enter into the terms
 14 and conditions of this Consent Decree and to execute and bind
 15 legally such Party to this document.

16 42. Settling Defendant hereby agrees not to oppose
 17 entry of this Consent Decree by this Court or to challenge
 18 any provision of this Consent Decree, unless the United
 19 States has notified Settling Defendant in writing that it no
 20 longer supports entry of the Consent Decree.

21 43. Settling Defendant shall identify, on the attached
 22 signature page, the name and address of an agent who is
 23 authorized to accept service of process by mail on behalf of
 24 that Party with respect to all matters arising under or
 25 relating to this Consent Decree. Settling Defendant hereby
 26 agrees to accept service in that manner and to waive the
 27 formal service requirements set forth in Rule 4 of the
 28 Federal Rules of Civil Procedure and any applicable local

Consent Decree

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Casmalia Disposal Site

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1 rules of this Court, including but not limited to, service of a
2 summons.

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SO ORDERED THIS 21st DAY OF July, 2003.

Christina A. Snyder
HONORABLE CHRISTINA A. SNYDER
UNITED STATES DISTRICT COURT
JUDGE

Consent Decree

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Caemalia Disposal Site

CDM193807

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of
 2 United States v. Quintana Petroleum Corporation, relating to the Casmali
 3 Disposal Site.
 4

FOR THE UNITED STATES OF AMERICA

6 Date: 1.10.03

Tom Sansonetti
 Thomas L. Sansonetti
 Assistant Attorney General
 Environment and Natural Resources
 Division
 U.S. Department of Justice
 Washington, D.C. 20530

BR
 Bradley R. O'Brien
 Trial Attorney
 Environmental Enforcement Section
 Environment and Natural Resources
 Division
 U.S. Department of Justice
 301 Howard Street, Suite 870
 San Francisco, CA 94105

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Consent Decree

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Casmalia Disposal Site

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[Handwritten signature]

Jane Diamond,
Acting Director, Superfund Division,
Region IX
United States Environmental
Protection Agency
75 Hawthorne Street
San Francisco, CA 94105-3901

[Handwritten signature]

Thomas A. Bloomfield
Assistant Regional Counsel
U.S. Environmental Protection
Agency
75 Hawthorne Street
San Francisco, CA 94105-3901

Consent Decree

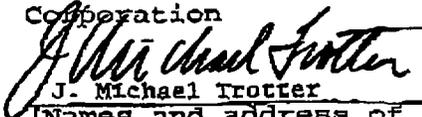
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Casmalia Disposal Site

CDM193809

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the
2 matter of United States v. Quintana Petroleum Corporation,
relating to the Casmalia Disposal Site.

3 FOR DEFENDANT Quintana Petroleum
4 Cooperation



5 Date: August 21, 2000

J. Michael Trotter
[Names and address of Defendant's
6 signatories] Quintana Petroleum Corporation
7 P. O. Box 3331
Houston, Texas 77253

8 Agent Authorized to Accept Service on Behalf of Above-
signed Party:

9 Name: Sharon M. Mattox

10 Title: Attorney at Law

11 Address: Vinson & Elkins
12 2300 First City Tower
1001 Fannin Street
Houston, Texas 77002-6760

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Consent Decree

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Casmalia Disposal Site

CDM193810

Appendix A
Summary of Settlement Amounts
Settling Defendant

Facility Data						
Settling Party	Name	Address	City	St	Qty. (lbs.)	Payment
Quintana Petroleum Corporation	Quintana Petroleum Corporation	1231 Sunc Rd., Ste 1B, P.O. Box 10658	Bakersfield	CA	3,533,998	\$358,108
	Quintana Petroleum Corporation	?	?		128,320	\$13,003
	Quintana Petroleum Corporation	Hrestar I	?		51,400	\$5,208
	Quintana Petroleum Corporation	Highway 126, Newhall	San Martinez Canyon	CA	49,740	\$5,040
	Quintana Petroleum Corporation	Newhall #2	Newhall	CA	77,320	\$7,825
	Quintana Petroleum Corporation	P.O. Box 3331	Houston	TX	195,748	\$19,836
	Quintana Petroleum Corporation	Perkins Ranch #1	New Cuyama		672,390	\$68,155
	Quintana Petroleum Corporation	Trifield #1	?		34,120	\$3,458
	Total:					4,743,136

Casmalia Disposal Site

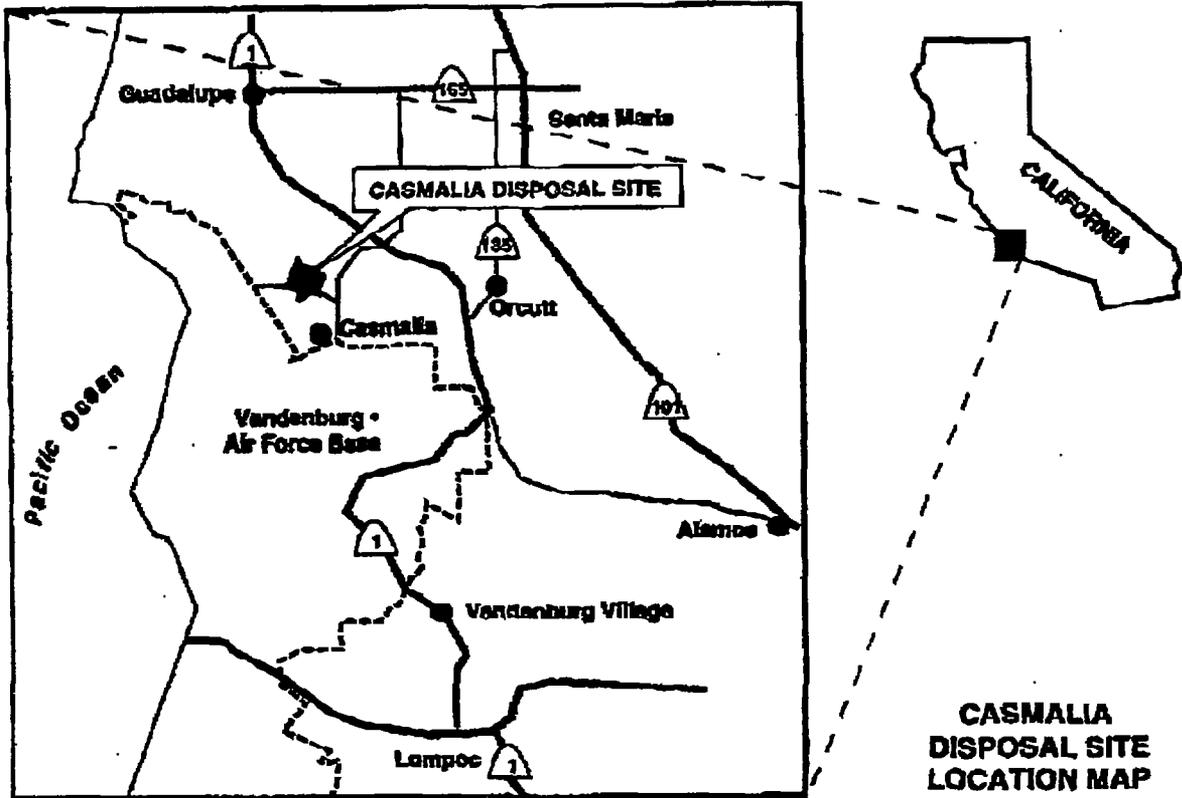
Appendix A

Consent Decree

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Appendix B
Site Location Map



Casmalia Disposal Site

Consent Decree

CDM193812